

EVALUATION PANEL REPORT

Project(s): Campus, Downtown, and East Washington Ave Sanitary Sewer Study
Location: Campus, Downtown, and East Washington Ave areas
Aldermanic District: 2, 4, 5, 6, 8, 12, 13, 15, and 17
RFP: 14091-0-2025-BG
Date: 1/20/2026

This Evaluation has been reviewed and approved by a Principal Architect 2, Principal Engineer 2, Deputy City Engineer, Deputy Division Manager, or the City Engineer. Yes No

A. Project Details

1. Background Information

The City of Madison is experiencing rapid population growth and redevelopment of properties throughout the City, particularly along its major transit corridors. This rapid increase in population density has increased demand on the wastewater collection system, operated and maintained by the City of Madison Sanitary Sewer Utility, within the Engineering Division. Portions of the system have known capacity limitations and increased population further increases demands. Each new large-scale residential redevelopment project requires extensive review and analysis to understand what system improvements are needed to accommodate the additional wastewater.

Madison's Sanitary Sewer Utility would like to develop a comprehensive set of computer models of the sanitary sewer system to better understand the function of the entire citywide existing system, assess impacts of new and re-development projects, and plan for future system improvements. An initial study area has been identified which includes many areas which have seen recent redevelopment or are expected to see redevelopment in coming years.

The study (Campus, Downtown, and East Washington Ave Sanitary Sewer Study) described in this Evaluation Panel Report will covers the initial study area. Future efforts are expected to expand the sanitary sewer computer models citywide. See Figure A for the sewersheds included in this study.

This study includes much of the highest population density and generally older infrastructure within the city. This includes areas from the UW Campus region, Capital Neighborhoods, the Isthmus, and East Washington corridor extending to roughly US Hwy 51. The final study boundary was selected based on a combination of factors including areas of known sanitary capacity concerns, past and anticipated future population growth, the Transit Oriented Zoning Overlay, and existing sewersheds boundaries. The study area includes nearly 6,600 acres of the City which includes nearly 840 miles of sanitary sewer mains and over 4,300 sanitary sewer structures.

The proposal review and selection process has followed the approach established in the selection of engineering consultants for previous studies.

2. Role of The Study

The Consultant contracted by the Engineering Division will evaluate the current sanitary sewer system capacity within sewersheds located within the Study Area, by completing an agreed upon scope of work to meet the following objectives:

- 1) Develop a calibrated existing conditions 1-Dimensional Sanitary Sewer System Model to assess current system capacity and evaluate potential future projects.
 - a) Engineering desires staff to be able to easily update and maintain the model(s) once completed to assess sanitary sewer system impacts from future individual multifamily residential developments.
 1. In areas of anticipated future developments, the CITY would like the model resolution to be as detailed as reasonably possible.
 2. Models shall include main trunks and local collection systems to the extent practical.

- 3. In order to appropriately assess the system it is expected that many small mains (i.e. 8-inch diameter pipes) will be included throughout the model.
- 4. The sanitary system may be simplified in portions of the study area within the model(s) as long as the project objectives can still be met.
- b) The model(s) shall be calibrated to observed flow, level, and pump run time data.
 - 1. The Consultant will develop and implement a monitoring data collection plan to provide data for use in calibration of the model(s).
 - 2. The Consultant will calibrate to dry weather conditions only and provide recommendations for future I&I investigations and wet weather calibration.
- c) The consultant will collaborate with Engineering to create a Modeling Guidance document to provide standardized guidelines for future sanitary sewer modeling projects.

2) If able, given the anticipated project budget and timeline, the CITY would like to develop a future conditions analysis of the Study Area to understand system capacity limitations under future population projections.

B. Purchasing Details

1. Guidelines for RFP Evaluation

Detailed planning and modeling projects require highly technical staff with expertise in hydrologic and hydraulic modeling, sanitary sewer operations, and geographic information systems (GIS). As such, Engineering utilizes the City's Competitive Selection process.

The projects will be more than \$100,000 and last longer than 1 year, therefore the competitive process outlined in the Purchasing Guidelines (<https://www.cityofmadison.com/employeenet-finance/documents/PurchasingGuidelines.pdf>), *Greater than 5 calendar/budget years or 1-5 years and averaging more than \$100,000 per year – PO, RFP, Purchase of Services Contract, and Council Resolution*, was used.

The City of Madison solicited proposals from qualified vendors through a Request for Proposals (RFP) process. The RFP and associated materials were posted on the City's webpage and two distribution networks, VendorNet and DemandStar, on December 1, 2025. Prospective RFP respondents could submit questions about the RFP, due by December 11, 2025 to be responded to by December 17, 2025. RFP responses were due to Purchasing on Wednesday, January 6, 2026.

Section B5. Evaluation Structure and Scoring describes the process used to select the consultant team for The Study.

2. RFP Respondents

The list below shows the consultant teams that proposed for the study.

Firm A – AECOM
 Firm B – Brown and Caldwell
 Firm C – Carollo Engineers, Inc
 Firm D- HDR Engineering, Inc
 Firm E- MSA Professional Services, Inc

3. Disqualifications

No firms were disqualified.

4. Evaluation Panel

The evaluation panel for each study was composed of four City Staff from the Engineering Division Storm Section and one member outside of Engineering from the Planning Division. The evaluation panel was – Ryan Stenjem, Alaina Baker, Eric Cefalu, Mark Moder and Tim Parks (Planning). The four Engineering Staff on the panel bring a wide range of experience hydraulic modeling and sanitary sewer planning, design, and operations. Ryan and Alaina have worked extensively within the City's Watershed Study Program. Eric is a sewer designer that has taken on a significant amount of sanitary design and manages many of the sanitary lining contracts for Engineering. Mark is the Sanitary Sewer Utility Principal Engineer. Tim from Planning, has extensive experience with the city in utility planning and modeling, data management, GIS analysis and management.

5. Evaluation Structure and Scoring

Per instruction within the Request for Proposals (attached to this document in Appendix A), respondents were asked to provide a proposal to be evaluated by the evaluation panel. Proposals were initially provided to the Purchasing Agent whom facilitated the review process.

Panelists followed City Purchasing Guidelines when evaluating the proposals. A maximum of 100 points were available. Cost was assigned a weight of 30%, Local Preference was assigned a weight of 5% per Resolution [#05943](#), Project Understanding and Approach was assigned a weight of 25%, Project Team was assigned a weight of 20%, and Relevant Project Experience was assigned a weight of 20%. Please note the RFP provided detailed instruction and grading scales to each evaluated category.

Each member of the review panel first reviewed and scored each proposal for each study independently for technical content only (Approach, Team, and Relevant Project Experience), with costs removed. Scores were submitted to the Purchasing Agent for compiling. Following completion of the individual review, the Review Panel met to discuss the proposals and at that time were provided the costs and local preference scores for each proposal. Following the meeting reviewers were allowed to review the detailed cost breakdowns and revise their technical scores if they wanted.

Evaluations were documented through a quantifiable scoring mechanism – see Section C of this document. The evaluation was conducted in a structured manner that facilitated object comparison between proposals. Individual scores of each panel member were averaged to create the Combined Score for each Proposer.

Section C1 shows the proposal scoring for each proposal.

All proposals are available for review. Due to the large size of the documents, there were not included with this Evaluation Panel Report.

6. Evaluation Timeline

December 1, 2025	– RFP issued
December 11, 2025	– Questions from Consultants due
December 17, 2025	– Answers to Consultant questions and Addendum 1 posted
January 6, 2026	– Proposals due
January 7, 2026	– Distribute proposals to evaluation panel for review and scoring prior to evaluation meeting
January 16, 2026	- Preliminary Technical Scores due to Purchasing
January 20, 2026	– Evaluation panel meets to discuss proposals and scores
January 21, 2026	– Review of Evaluation by Managing Engineers
January 21, 2026	– Notify selected team of Intent to Award
January 21, 2026	– Notify teams not selected; results posted

C. Summary of Evaluation Panel Findings

1. Evaluation and Scoring

The selection process was competitive as five qualified proposals were received and all respondents were determined to have extensive knowledge and experience completing sanitary sewer modeling and planning work. There was a wide range of costs across the three proposals representing relatively different approaches to meeting the stated project objectives.

The combined scoring of the panel can be found in the table below.

Criteria	Weight	AECOM						BROWN AND CALDWELL						CAROLLO						HDR						MSA					
		Weighted Average						Weighted Average						Weighted Average						Weighted Average						Weighted Average					
Project Understanding and Approach	25	9.0	7.5	9.0	6.0	8.0	19.8	8.0	7.0	8.0	7.0	8.0	19.0	8.0	7.5	9.0	8.0	8.0	20.3	8.0	6.5	8.0	8.0	6.5	18.5	7.0	8.0	8.0	5.0	7.5	17.8
Team Composition, Performance and Key Personnel	20	7.0	8.5	9.0	6.0	6.5	14.8	9.0	6.0	8.0	6.0	8.0	14.8	8.0	9.5	9.0	8.0	7.0	16.6	8.0	7.5	8.0	6.0	7.0	14.6	9.0	8.0	8.0	5.0	6.5	14.6
Relevant Project Experience	20	8.0	8.5	9.0	7.0	7.0	15.8	8.0	9.5	8.0	7.0	8.0	16.2	8.0	9.0	9.0	8.0	8.0	16.8	8.0	8.0	7.0	7.0	7.0	14.8	8.0	9.5	7.0	5.0	7.0	14.6
Total	65	50.4						50.0						53.7						47.9						47.0					

Criteria	Weight	AECOM	BROWN AND CALDWELL	CAROLLO	HDR	MSA
Technical score	65	50.40	50.00	53.70	47.90	47.00
Cost score	30	22.77	22.79	30.00	26.05	22.19
Local Vendor Preference	5	0.00	0.00	0.00	0.00	0.00
Total score	100	73.17	72.79	83.70	73.95	69.19

Notes:

1. Proposal review is the primary basis for evaluating the respondents (based on response to the RFP guidelines in Section 4)
2. Discussion among the panelists was held to share perspectives noted from the proposals during review and to deliberate over selecting a firm to recommend.
3. A full description of requested material and grading weights can be found in this resolution's associated RFP documents.

2. Fee Breakdown

The table below shows the fee break down for each firm.

Form A Price Proposal - Campus, Downtown, and East Washington Ave Sanitary Sewer Study						
	Task or Item	AECOM	BROWN AND CALDWELL	CAROLLO	HDR	MSA
PHASE 1	Task 1 Progress and Coordination Meetings	\$39,558.82	\$61,647.00	\$30,297.00	\$26,599.00	\$48,116.00
	Phase Total	\$39,558.82	\$61,647.00	\$30,297.00	\$26,599.00	\$48,116.00
PHASE 2	Task 2 - Existing Conditions Records Review	\$31,375.20	\$23,142.00	\$18,684.00	\$11,357.00	\$20,552.00
	Task 3 - Data Collection	\$154,829.22	\$120,384.00	\$120,353.00	\$185,533.00	\$208,458.00
	Task 4 - Existing Conditions Model Development	\$99,782.03	\$77,628.00	\$47,813.00	\$33,665.00	\$85,556.00
	Task 5 - Dry Weather Model Calibration and Validation	\$32,429.02	\$30,345.00	\$38,109.00	\$37,341.00	\$22,452.00
	Task 6 - Existing Conditions Capacity Assessment	\$15,447.91	\$18,485.00	\$15,305.00	\$22,810.00	\$10,806.00
	Task 7 - Final Written Report	\$29,007.96	\$48,093.00	\$32,249.00	\$29,116.00	\$27,086.00
	Phase Total	\$362,871.34	\$318,077.00	\$272,513.00	\$319,822.00	\$374,910.00
PHASE 3	Task 8 - Future Conditions Sewer Capacity Modeling	\$32,082.41	\$40,815.00	\$24,614.00	\$34,040.00	\$24,043.00
	Task 9 - City Staff Training	\$15,315.38	\$28,852.00	\$13,994.00	\$12,727.00	\$14,564.00
	Phase Total	\$47,397.79	\$69,667.00	\$38,608.00	\$46,767.00	\$38,607.00
	TOTAL PROJECT COST	\$449,827.95	\$449,391.00	\$341,418.00	\$393,188.00	\$461,633.00
	Cost Points	22.77	22.79	30.00	26.05	22.19
	Local Vendor Preference	0.00	0.00	0.00	0.00	0.00
Unit Costs	Cost per Sanitary Sewer Monitoring Location (as described in Task 3.2)	\$2,100.00	\$3,150.00	\$500/week per site	\$5,986.00	\$4,060.00
	Hourly Rate for Sanitary Structure Surveying (as described in Task 3.4)	\$135.00	\$145.00	\$145.00	\$329.00	\$300.00 (2 person crew)
Additional Tasks	Additional Task 1	\$13,887.60	\$	\$	\$6,696.00	-\$34,567.00
	Additional Task 2	\$11,487.60	\$	\$	\$5,582.00	\$21,056.00
	Additional Task 3	\$14,974.57	\$	\$	\$29,762.00	\$
	Additional Task 4	\$13,887.60	\$	\$	\$	\$
	Additional Task 5	\$63,000.00	\$	\$	\$	\$
	Additional Task 6	\$4,247.79	\$	\$	\$	\$
	Additional Task 7	\$9,920.93	\$	\$	\$	\$
	Additional Task 8	\$7,193.83	\$	\$	\$	\$
	Additional Task 9	\$2,415.28	\$	\$	\$	\$
	Additional Task 10	\$6,270.76	\$	\$	\$	\$

3. Local Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers who meet the criteria and are registered as of the bid's due date will receive preference.

www.cityofmadison.com/business/localPurchasing

Was the outcome of this bid changed by the local purchasing ordinance?

Yes

No

4. Recommendation

Firm C

Based on the evaluation, scoring, and discussion, the evaluation panel recommends that Carollo Engineers, Inc be approved as the consultant for the professional services required for the Campus, Downtown, and East Washington Ave Sanitary Sewer Study for a contract amount of \$341,418.

5. Additional Proposal Discussion

The review panel felt that all the teams that submitted proposals would likely be able to deliver a successful project. However, based on the individual scoring and following panel discussion it was determined that Firm C had qualifications that the other teams could not quite match. Carollo demonstrated a good understanding of the project scope. A well-qualified team that includes a project manager that worked for City Engineering for several years and has a good understanding of our data sets and processes. The team also has extensive experience with sanitary sewer modeling and planning for large municipalities. They had the highest technical score as determined by the team and the proposed project was the lowest among any of the proposing teams.

Appendix A – Campus, Downtown, and East Washington Ave Sanitary Sewer Study RFP



Department of Public Works
Engineering Division

James M. Wolfe, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Architect

Amy Loewenstein Scanlon, AIA

Principal Engineer 2

Janet Schmidt, P.E.

Principal Engineer 1

Kyle Frank, P.E.
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, P.E.

Financial Manager

Steven B. Danner-Rivers

DATE: December 1, 2025

TO: Consultants Submitting Proposals for the City of Madison – Campus, Downtown, and East Washington Ave Sanitary Sewer Study

FROM: James M. Wolfe, P.E., City Engineer

SUBJECT: Request for Proposals

The City of Madison Engineering Division is requesting consultant proposals for sanitary sewer modeling for the Campus, Downtown, and East Washington Study Area. Please refer to the RFPs for pertinent information and dates. The following items are included with the RFPs and considered part of it:

Exhibit 1: Project Study Area Map

Exhibit 2: Existing Data Availability provided by City

The RFP responses for both watersheds are due in pdf format via email to the buyer as described in the RFP, by 2:00 p.m., January 6, 2026. The selection is anticipated to be made by January 21, 2026.

Questions regarding this project shall be directed to City as described in the RFP document. Please submit any questions by December 11, 2025 at 2:00 PM.

Sincerely,


James M. Wolfe, P.E., City Engineer

THE CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 14091-0-2025-BG

Title: Campus, Downtown, and East Washington Ave Sanitary
Sewer Study

City Agency: Engineering Division

Due Date: Tuesday, January 6th, 2026
2:00 PM Central Time

Our Madison – Inclusive, Innovative, & Thriving

1 OPPORTUNITY AND WELCOME

Thank you for your interest in bidding on a City of Madison (City) contract opportunity. The City's [mission](#) is to provide the highest quality service for the common good of our residents and visitors.

The City of Madison Engineering Division (Engineering) is seeking proposals from firms or teams (Consultant) for advanced sanitary sewer modeling and planning services for the Campus, Downtown, and East Washington Ave Sanitary Sewer Study.

1.1 Background

The City of Madison is experiencing rapid population growth and redevelopment of properties throughout the City, particularly along its major transit corridors. This rapid increase in population density has increased demand on the wastewater collection system, operated and maintained by the City of Madison Sanitary Sewer Utility, within the Engineering Division. The Utility owns and operates 838.7 miles of piping, 1711 access structures, and 33 sewer lift (pumping) stations as part of its sanitary sewer system. Portions of the system have known capacity limitations and increased population further increases demands. Each new large-scale residential redevelopment project requires extensive review and analysis to understand what system improvements are needed to accommodate the additional wastewater.

Madison's Sanitary Sewer Utility would like to develop a comprehensive dynamic model, or set of models, of the sanitary sewer system to better understand the function of the existing system, assess impacts of new and re-development projects, and plan for future system improvements. An initial study area has been identified which includes many areas which are expected to see redevelopment in coming years. Specific study area, sanitary sewer information, and available data are described in Section 1.3 and Attached Exhibits 1 and 2.

1.2 Summary of Services Requested

This Request for Proposals (RFP) is intended to solicit information from interested firms including qualifications of project team and key personnel, project understanding and potential challenges, previous related project experience, level of effort, and schedule of services. A review panel of City of Madison Engineering and Planning Division staff will use submitted RFP responses to select the Consultant to complete the sanitary sewer modeling and planning work.

The City would like to be able to evaluate sanitary sewer impacts from individual multifamily residential developments as they are proposed and eventually develop long-term infrastructure plans to address system deficiencies.

Project objectives and a proposed scope of work are provided in Section 5. Phase 1 covers overall project coordination; Phase 2 will evaluate the existing conditions sanitary sewer system; Phase 3 work contains two additional tasks the CITY may authorize during the course of the project, this includes a future conditions analysis and CITY staff training to use the sanitary sewer models developed from this project. The authorization of tasks under Phase 3 will be made pending overall project progress according to the desired timeline and available funding.

1.3 Project Area

The City's objective is to eventually develop a sanitary sewer system model, or multiple models, that cover the entire city. An initial study area has been identified to complete a detailed analysis, while future projects will be completed to model the remainder of the City based on the outcomes of this initial study.

The study area was selected based on a review of existing sanitary sewersheds boundaries, areas with known sanitary sewer capacity issues, and areas where significant future population growth is anticipated based on City staff knowledge. Sewersheds boundaries were provided by the Capital Area Regional Planning Commission (CARPC) and reviewed by Engineering Staff. The desired study area is a collection of several of these sewersheds. It is expected that as part of the study the selected consultant will review the sewersheds boundaries included in the study area and make minor adjustments if necessary. The study area boundary, sewersheds boundaries, and sanitary sewer system components included in this RFP process are shown in Exhibit 1. Current data available and provided with this RFP for the Study Area is provided in Exhibit 2.

2 IMPORTANT INFORMATION

DEADLINE FOR PROPOSALS: Tuesday, January 6th, 2026 at 2:00 PM Central Time.

The City will not accept late proposals. Any changes to the deadlines will be posted as an addendum on the bid distribution websites listed below. See [Section 3.1](#) for instructions for using these websites.

RFP NAME: Campus, Downtown, and East Washington Ave Sanitary Sewer Study

DEADLINE FOR QUESTIONS: The deadline for questions is Thursday, December 11th, 2025 at 2:00 PM Central Time. Questions and/or inquiries must be submitted by email.

CITY'S ANSWERS POSTED BY: The City's answers to your questions will be posted as an addendum by Wednesday, December 17th, 2025. You must check the bid distribution websites for any addendums.

DUE DATE FOR PROPOSALS: Tuesday, January 6th, 2026
2:00 PM Central Time

BID DISTRIBUTION WEBSITES: <https://vendornet.wi.gov/Bids.aspx>
<https://www.demandstar.com/>

CONTACT INFORMATION:
Brittany Garcia
Purchasing Services
210 Martin Luther King, Jr. Blvd. Room 407 City-County Building
Madison, WI 53703-3346

Phone: (608) 243-0529
Email: bids@cityofmadison.com

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Sample Contract

Form A: Price Proposal and Signature Affidavit

Form B: References

Form C: Vendor Profile

Exhibit 1 –Study Area

Exhibit 2 – Data Provided by City

3 HOW TO FIND RFP DOCUMENTS AND CONTACT THE CITY OF MADISON

3.1 Official Bid Distribution Websites – IMPORTANT

The City of Madison posts all requests for proposals (RFPs), addendums, updates, awards, and announcements on two websites: VendorNet and DemandStar. Both sites are free to register for City of Madison bids.

These two websites are the only places to get the official RFP and updates to the RFP.

Updates and addendums will only be posted on these websites. It is your responsibility to check the websites for updates and “addendums.” An addendum is a document that answers questions from bidders. It could make important changes to the RFP. **If the addendum requires a response, and you fail to respond to it, you could be disqualified.**

State of Wisconsin VendorNet System	State of Wisconsin and local government bid network. Registration is free. Search for City of Madison in the Agency search field.
VendorNet link	https://vendornet.wi.gov/Bids.aspx
DemandStar by Onvia	National bid network. Free subscription is available. Sign up for the free “Basic Plan” and select Wisconsin Association for Public Procurement (WAPP) as the agency to access City of Madison RFPs.
DemandStar link	https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/
Register on DemandStar	www.demandstar.com/app/registration

3.2 Contact Information

City of Madison Purchasing Contact (Buyer)	Brittany Garcia City of Madison Engineering Division 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 PH: (608) 243-0529 bids@cityofmadison.com
Questions about Affirmative Action Plans	Contract Compliance, Department of Civil Rights 210 Martin Luther King, Jr. Blvd. Room 523 City-County Building Madison, WI 53703 PH: (608) 266-4910 dcr@cityofmadison.com
Email note	Some email to the City gets lost in “spam.” If you send the City an email and you do not hear back within 3 days, please call the Buyer at (608) 243-0529.

4 OUR PURCHASING VALUES

4.1 Local Preference Purchasing Policy

The City of Madison gives preference to local vendors and suppliers. You must be registered with the City as a local vendor by the RFP due date to get preference points. Learn more and register at the City of Madison website: www.cityofmadison.com/finance/purchasing/local-businesses/register-business/

If you are a local vendor, be sure to complete the Local Vendor section on Form C.

4.2 Equity in Contracting

The mission of the City of Madison is to provide the highest quality service for the common good of our residents and visitors. The City's values include

- Equity - fairness, justice and equal outcomes for all, and
- Shared prosperity - where all are able to achieve economic success and social mobility.

It is our goal to spend money equitably among businesses owned by women, people of color, and small businesses. Our contractors should reflect shared dedication to equity in their work and employment practices, and we invite you to become part of this mission!

4.3 Equitable Hiring & Affirmative Action Plan

Affirmative Action Plan The City of Madison values diversity in hiring and contracting. We expect our contractors to do the same. Contractors with 15 or more employees and more than \$50,000 in annual contracts with the City (each calendar year) must submit an **Affirmative Action Plan**.

Information about the Affirmative Action Plan and how to comply is found here:

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Or call the Affirmative Action Division at (608) 266-4910.

See **Section 13. B. of the Sample Contract** for Affirmative Action Plan requirements.

Job Openings in Dane County You must notify the City of openings for jobs in Dane County, Wisconsin if you have 15 or more employees. You must agree to interview candidates that we refer to you through our Referrals and Interviews for Sustainable Employment (RaISE) program. Information is here: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The job posting requirement is found in **Section 13 A. of the Sample Contract**.

4.4 Limitations on Nuclear Weapons Producers

It is the City's policy not to make purchases from companies that produce nuclear weapons, or their subsidiaries. See [Common Council Resolution 79719](#) for more information.

4.5 Sweatfree Purchasing

It is the City's policy not to purchase apparel (clothes made from textiles, shoes, footwear) from vendors who source their materials from sweatshops, where labor practices are inconsistent with international standards of human rights. See Madison General Ordinances Section 4.25 (https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH1--10_CH4FI_4.25PRITAP) for more information.

5 SCOPE OF WORK AND REQUIRED INFORMATION

Consultants are encouraged to review in detail the preferred scope of work described herein and may propose deviations or alternative approaches that, in their professional judgment, will better achieve the project objectives. Any such deviations or alternatives must be clearly documented and justified within the proposal. The City will review all proposed deviations during the selection process, and, if accepted, they will be incorporated into the final contract scope of services.

5.1 Scope of Work

The City of Madison, Engineering Division (CITY) would like to evaluate the current sanitary sewer system capacity within sewersheds located within the Study Area, shown in EXHIBIT 1. The engineering consultant selected to complete the work (CONSULTANT) shall complete an agreed upon scope of work to meet the following objectives:

- 1) Develop a calibrated existing conditions 1-Dimensional Sanitary Sewer System Model to assess current system capacity and evaluate potential future projects.
 - a) The CITY desires staff to be able to easily update and maintain the model(s) once completed to assess sanitary sewer system impacts from future individual multifamily residential developments.
 - i) In areas of anticipated future developments, the CITY would like the model resolution to be as detailed as reasonably possible.
 - ii) Models shall include main trunks and local collection systems to the extent practical.
 - iii) In order to appropriately assess the system it is expected that many small mains (i.e. 8-inch diameter pipes) will be included throughout the model.
 - iv) The sanitary system may be simplified in portions of the study area within the model(s) as long as the project objectives can still be met.
 - b) The model(s) shall be calibrated to observed flow, level, and pump run time data.
 - i) CONSULTANT will develop and implement a monitoring data collection plan to provide data for use in calibration of the model(s).
 - ii) CONSULTANT will calibrate to dry weather conditions only and provide recommendations for future I&I investigations and wet weather calibration.
 - c) CONSULTANT will collaborate with CITY to create a Modeling Guidance document to provide standardized guidelines for future sanitary sewer modeling projects.
- 2) If able, given the anticipated project budget and timeline, the CITY would like to develop a future conditions analysis of the Study Area to understand system capacity limitations under future population projections.

A project scope of work developed by the CITY with tasks and deliverables is provided below. If based on the objectives described above, the CONSULTANT feels the approach is insufficient to meet the CITY's objectives, please propose an alternative scope of work to define the approach or modifications to individual tasks and deliverables for consideration. All cost estimates shall refer to the specific task number or sub-task component as outlined in the **Cost Proposal** document.

If the CONSULTANT considers the level of effort outlined here to be sufficient to meet the CITY's goals but would recommend increased level of effort in some or all parts of the Study Area to meet a different standard, they are encouraged to scope the proposal to the level of effort outlined and provide discussion of the additional Tasks or Service in the Attachments/Appendices section of the CONSULTANT's response to this RFP.

Each team in response to this RFP shall prepare a detailed approach and scope of work for TASK 4.2, to meet the City's objectives stated above. If the team feels the remaining scope is sufficient, it is not necessary to restate those portions of the scope in the prepared proposal.

PHASE 1 PROJECT COORDINATION**TASK 1 Progress Meetings and Coordination**

CONSULTANT will maintain communication with City Project Manager and other City Staff to ensure timely exchange of project information to ensure the project meets the planned schedule.

1.1 CONSULTANT project manager and key project team members will attend the kick-off meeting and up to eighteen (18) additional virtual monthly progress meetings as requested by the CITY.

CONSULTANT shall provide an agenda prior to progress meetings and prepare meeting minutes summarizing the discussions held during the meetings.

1.2 CONSULTANT will attend up to six (6) additional progress meetings via conference call as-needed and participate in preparing meeting minutes summarizing the discussions held during the meetings.

TASK 1 Deliverables:

- 1) Cooperation and Coordination by phone or email with the City Staff as needed.
- 2) Meeting agendas prior to progress meetings.
- 3) Meeting minutes or summaries within 3 days of each meeting.

PHASE 2 EXISTING CONDITIONS SEWER CAPACITY MODELING**TASK 2 Existing Records Review**

CONSULTANT shall review available sanitary sewer system data provided by the CITY to be used in building, calibrating and validating the existing conditions model and provide the CITY with a summary of the data gaps required to complete modeling.

2.1 CONSULTANT will review GIS records for the study area including pipes, structures, lift (pumping) stations, for completeness and correctness of attributes for use in building sanitary sewer system models.

A summary of the currently available data is provided in Exhibit 2. Additional data may be made available as requested by CONSULTANT throughout the course of the project.

2.2 CONSULTANT will identify data gaps in dataset for pipes, structures, lift stations, or other data crucial to modeling the Study Area trunk lines and critical local collection systems. CONSULTANT will provide a written summary of the missing data to CITY.

TASK 2 Deliverables:

- 1) Meeting with City Staff to discuss data review findings.
- 2) Written summary of data gaps and coordination with City staff to develop data collection plan.

TASK 3 Data Collection

CONSULTANT will collect data as needed to complete model construction and dry weather calibration of the model(s). This includes flow/level monitoring data and field surveys. Data collection is expected to occur concurrently with other tasks.

3.1 CONSULTANT will coordinate with CITY to develop a sanitary sewer monitoring plan for dry weather calibration. CITY will agree to plan prior to CONSULTANT beginning data collection.

CONSULTANT will identify the final locations for monitoring; CITY does not anticipate a need to monitor every sewershed in the Study Area. Eleven (11) locations have initially been identified by the CITY for installation of monitoring, locations provided in Exhibit 2. CONSULTANT shall add or remove locations to the final monitoring plan as needed to obtain sufficient data to complete model calibration.

Monitoring equipment and methods are to be determined by CONSULTANT and agreed to by CITY prior to beginning work.

Plan documentation shall include mapped monitoring locations, the structure ID or Pipe ID to be monitored, a description of the sensor(s) to be installed, duration of anticipated data collection at each location, and a written description of the installation methods for each sensor type.

Monitoring Plan shall account for and describe contingency plans for if dry weather periods are insufficient to accurately characterize dry weather sanitary flows.

3.2 CONSULTANT shall complete equipment calibration, installation, data downloading, and removal of all monitoring equipment.

CONSULTANT shall assume that up to twenty (20) total locations will be monitored for a duration of at least 3 weeks. It is expected that multiple locations will be monitored concurrently. CONSULTANT shall develop an estimated cost per monitoring site. This cost shall be included in the attached **Cost Proposal** document. Payment will be based on the final actual number of locations monitored.

If more than twenty (20) locations are determined to be needed, each location will be paid at the per site cost in the **Cost Proposal** document. The monitoring of the additional sites shall not begin until agreed to by CITY in writing.

CONSULTANT will be responsible for providing all necessary equipment and supplies to complete equipment installation.

CONSULTANT will be responsible for traffic control related to monitoring equipment installation and removal. All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The CONSULTANT shall submit an acceptable Traffic Control Plan for work on any street classified as a "collector", any street with a Metro Transit bus route, or as requested by the Engineer. The Traffic Control Plan shall include any necessary detour routes, signing and schedule with the dates of lane closures.

3.3 CONSULTANT will develop a survey data collection plan to complete necessary field survey to fill data gaps in GIS records, to be reviewed and accepted by the CITY prior to data collection, based on work completed in TASK 2. CITY will attempt to provide PDF plans, as-builts, or other records for areas with missing information in the GIS database. However, plans may not be available for all areas.

3.4 CONSULTANT will complete field surveys of existing pipes and structures with missing data as identified in the data collection plan, in coordination with CITY staff.

CONSULTANT shall assume 60 hours of survey work to be completed and provide an hourly rate for survey collection for initial budgeting of this task. However, survey work will be paid based on the actual level of effort required.

If it is determined that additional survey work is needed based on the data collection plan developed in TASK 3.3, CONSULTANT shall provide CITY with an estimate of the number of hours necessary to complete the work. Survey will be billed to CITY at the hourly rate provided in the **Cost Proposal** Document. Additional survey work shall not begin until agreed to by CITY in writing.

All survey data collected by CONSULTANT shall be provided to the CITY as a CSV file and GIS dataset (incorporated into the sanitary sewer GIS records).

3.5 Prepare request for water use records from the City of Madison Water Utility, for use in developing sanitary sewer baseflows and peaking factors under dry weather conditions.

Water use records can be obtained on a parcel-by-parcel basis at resolutions down to hourly.

It is anticipated that any data requests may take 4-6 weeks to complete. The required time to respond to the request will be proportional to the amount of data requested. CONSULTANT shall coordinate with CITY to determine appropriate level of data request.

TASK 3 Deliverables:

- 1) Sanitary Sewer Monitoring Plan Description
- 2) Monitoring Equipment installation and flow/level data collection
- 3) Survey Data Collection Plan.
- 4) Written requests for any water use data to collect from City of Madison Water Utility.

- 5) Survey Revised GIS Database pipe/structure inverts and sizes as surveyed during data collection.

TASK 4 Existing Conditions Model Development

CONSULTANT will conduct hydraulic modeling as described in this scope of work using a software platform and version agreed to by the CITY in writing prior to model construction. The modeling version shall not change after the model is determined by the CITY to be calibrated. The CITY currently has licenses of XPSWMM (up to 2024.2), PCSWMM (up to 7.7.3920), and is anticipating one seat of Infoworks ICM starting in early 2026. The City has a preference to complete modeling in PCSWMM, other platforms will be considered if CITY agrees to justification provided by CONSULTANT.

CONSULTANT will also use and generate GIS data and map documents as needed for the project. The CITY utilizes the ESRI ArcGIS platform; if the CITY uses different versions than the CONSULTANT, CONSULTANT will save files to version the CITY has access to. Currently, the CITY has access to ArcGIS 10.8.2 and ArcPro up to Version 2.9.7.

4.1 CONSULTANT will review the sanitary system and sewershed boundaries included in the identified study area and make minor adjustments to Study Area boundary as necessary.

4.2 CONSULTANT will build 1-dimensional model network including CITY owned structures, pipes, inverts, connectivity, and lift stations as needed to evaluate the existing system capacity.

THE CONSULTANT SHALL PROVIDE, WITH THE RFP, A DETAILED APPROACH FOR TASK 4.2 TO BE INCOPORATED INTO THIS SCOPE TO MEET THE OBJECTIVES DESCRIBED HEREIN. AFTER CITY SELECTS THE PREFERRED CONSULTANT, AN AGREED APON SCOPE OF WORK WILL BE INCOPORATED INTO THIS TASK FOR INCLUSION IN THE CONTRACT.

CITY OBJECTIVES/ASSUMPTIONS:

Within the areas of anticipated future development, the desire is for the model resolution to enable City to quickly and easily add individual future developments to assess sanitary sewer impacts and plan for future system upgrades. This may include resolution down the individual parcel level, if feasible.

An “Anticipated Population Growth – Highest Model Resolution” boundary has been provided in Exhibit 1 where the City anticipates that the highest level of resolution will be needed to achieve these objectives. The anticipated areas of growth are the UW campus area and the E. Washington Ave. Corridor. The Campus area has experienced rapid growth with high density apartment development. E. Washington Ave has also experienced rapid growth from the Capitol up to First Street. Now with the new Transit-Oriented Development Overlay Zoning along the Bus Rapid Transit (BRT), we anticipate significant population growth along the BRT corridor to continue. The final area of more detailed model resolution is expected to be adjusted and refined throughout the study as needed.

Sewer contributing areas may be aggregated as needed to simplify modeling based on land use, flow monitoring, or other reasons as justified. Prior to finalizing existing conditions model construction CONSULTANT shall provide city a summary of the areas proposed to be aggregated or simplified.

Consultant may complete analysis of the study area with one or multiple models.

Modeling of MMSD owned interceptors does not need to be completed. CITY assumes MMSD mains have sufficient sewer capacity.

During the course of the project the CONSULTANT will coordinate with the CITY on modeling decisions not explicitly noted in this scope of work, to be documented in a Modeling Guidance Document (See TASK 7.4) City will provide guidance on preferred naming conventions based on GIS records.

4.3 Calculate estimated dry weather flows to model loading nodes using water use data or other methodologies and apply peaking factors or diurnal curves reflecting local usage patterns. Contributing basins to loading nodes shall be mapped in a shapefile or feature class format.

4.4 Review flow and level monitoring data collected in TASK 3, and pump run time data provided by CITY for dry weather calibration. Evaluate need for detailed I&I investigations and potential for future wet weather calibration of model.

4.5 CONSULTANT will meet with CITY to discuss recommendations for future I&I analysis and Rainfall Derived Inflow and Infiltration (RDII) estimation. CITY does not anticipate sufficient data will be collected for wet weather calibration of model(s) prior to completion of hydraulic model construction.

TASK 4 Deliverables:

- 1) Non-Calibrated Existing Conditions Model input files for review by CITY.
- 2) Dry weather flow calculations for CITY review in tabular and GIS format.
- 3) Recommendations on future detailed I&I analysis and wet weather calibration study approach and data collection needs.

TASK 5 Dry Weather Model Calibration and Validation

CONSULTANT will execute models and adjust model parameters to match model results to observed monitoring flow and level meters.

5.1 CITY and CONSULTANT shall agree in writing to a target performance metric for dry weather flows and volumes prior to beginning calibration.

5.2 CONSULTANT will adjust model parameters including peaking factors, diurnal curves, system roughness, or other model parameters as needed to match observed flow, level, and pump data to calibrate existing conditions model.

5.3 Summarize calibration performance metrics for all monitoring locations in a technical memo. CITY will review and accept calibration prior to CONSULTANT moving on to TASK 6.

TASK 5 Deliverables

- 1) Written agreement of target calibration performance metrics for peak flows and volumes.
- 2) Technical memo describing calibration approach and summarizing performance metrics.
- 3) Final hydraulic model and input files with calibration adjustments.

TASK 6 Existing Conditions Capacity Assessment

6.1 CONSULTANT will execute simulations using calibrated dry weather flow conditions to identify hydraulic deficiencies, surcharging, or restricted flow under peak dry weather loads.

6.2 Identify pipes, manholes, or lift stations exceeding capacity thresholds provided by CITY and provide a map and written documentation to CITY of capacity limitations.

6.3 CONSULTANT will provide a final version of the calibrated hydraulic model(s) with QA/QC completed. If any revisions are made to the calibrated model based on subsequent tasks, updated versions shall be provided to the CITY.

TASK 6 Deliverables:

- 1) GIS files generated for model development.
- 2) Model run summaries and sewer capacity maps.
- 3) Completed pre calibration hydraulic model(s) for Study Area.
- 4) Completed calibrated hydraulic model(s) for Study.

TASK 7 Final Written Report

CONSULTANT will prepare a detailed report that describes the system analysis including the data sources and assumptions used, modeling methodology, flow estimation methodology, calibration methodology and modeling results. Prior to completion of written existing conditions report CITY will determine if Additional TASK 8 and TASK 9 will be authorized.

7.1 A draft report shall be prepared and provided to the CITY for review.

7.2 A final report shall be prepared based on CITY review comments. If CITY authorizes TASK 8 the final report shall be submitted to CITY after completion of TASK 8.

7.3 All geodata generated by CONSULTANT during the study shall be provided to the CITY. This includes updates to the pipe records made based on survey or plan review.

7.4 CONSULTANT will collaborate with CITY to create a Modeling Guidance document for future sanitary sewer modeling projects within the CITY. The Modeling Guidance document will reflect group decisions on the modeling source documents, naming conventions, standardized coordinate systems, modeling input parameters, and other factors to maximize the consistency among the models being developed the CITY's full sanitary sewer system. This will be a living document that may be updated in the future by CITY, or other consultants working on CITY's behalf.

TASK 7 Deliverables:

- 1) One (1) digital copy of the full draft report for CITY review and comment including all figures and appendices in PDF format.
- 2) One (1) digital copy of the full Final Report with responses to CITY comments, all figures, and appendices in PDF format.
- 3) One (1) copy of a colored, bound hard copy of the Final Report incorporating CITY comments on the draft report, including all necessary maps, exhibits, etc. as identified in the Scope of Services.
- 4) One (1) digital copy of the document in the software in which it was prepared.
- 5) One (1) digital copy of the Modeling Guidance Document in PDF format.

CONSULTANT will also provide:

- 1) The final model(s), fully QA/QC'ed provided to the CITY on a hard or flash drive format.
- 2) All related files used in the creation of the model shall be provided to the CITY as part of the final deliverables, including but not limited to GIS, CADD, surveys, Access database, or Excel files.

PHASE 3 POTENTIAL ADDITIONAL TASKS**TASK 8 Future Conditions Sewer Capacity Modeling – IF AUTHORIZED**

Work on this task will only proceed if first authorized by the CITY in writing.

CONSULTANT will assess Study Area sanitary sewer system's performance under horizon year 2050.

8.1 Develop future flow projections using land use plans provided by the CITY and 2050 population estimates that shall be assigned to model subareas.

Updated 2050 Population growth estimates in development by and will be provided to CONSULTANT by CITY prior to starting this task. Additional details are provided in Exhibit 2.

8.2 Execute future conditions model under steady state assumed dry weather conditions and identify hydraulic deficiencies, surcharging, or flow restrictions under peak dry weather loads.

8.3 Identify pipes, manholes, or lift stations exceeding capacity thresholds and provide a map and written documentation to CITY of capacity limitations.

8.4 Prepare draft future conditions written report sections for CITY comment.

8.5 Prepare final future conditions written report sections in response to CITY comments and incorporate into final written report as noted in TASK 7.2.

8.6 Incorporate future conditions analysis methodology into Modeling Guidance Document described in TASK 7.4.

TASK 8 Deliverables

- 1) GIS files generated for future conditions model development.
- 2) Model run summaries and sewer capacity maps of future conditions analysis.
- 3) Written future conditions analysis incorporated into Final Report.
- 4) Future Conditions analysis methodology incorporated into Modeling Guidance Document.

TASK 9 City Staff Training – IF AUTHORIZED

Work on this task will only proceed if first authorized by the CITY in writing.

CONSULTANT will prepare technical documentation and training to CITY to ensure that staff are able to update and utilize models to evaluate future private developments and public works projects.

9.1 Prepare brief written technical documentation for City staff on updating the existing conditions model to evaluate individual planned developments as they are proposed.

9.2 Conduct up to two (2) virtual half day, interactive training session with 3-5 City staff to train them on understanding and interpreting model input, output, and methodology for updating model.

CONSULTANT will be responsible for preparing all necessary supporting materials including SOP, example model files, exhibits, etc

CONSULTANT shall prepare attendance verification records so that training sessions would qualify for continuing education credits toward professional certifications.

9.3 CONSULTANT will provide up to 10 hours of technical support to respond CITY questions on model construction or execution after the completion of the training sessions.

TASK 9 Deliverables:

- 1) Written technical document describing model use and methods to update.
 - a. One (1) digital copy of the document in the software in which it was prepared.
 - b. One (1) digital copy of the document in PDF format.
- 2) Up to two (2) Half day interactive training session and all supporting materials relevant to completing session.
- 3) 10 hours of ongoing technical support responding to city questions/requests.

5.2 Anticipated Project Timeline

An anticipated project timeline for issuance of the RFP, Proposal Review, major project phases, and intermediate stages is provided below. The dates provided below may be adjusted during the course of the study based on unanticipated opportunities or challenges that arise, if mutually agreed upon by CITY and CONSULTANT. However, proposing firms shall confirm that they are able to meet the desired timeline or propose modifications. **Overall, the anticipated maximum project timeline is approximately 18 months** from the start of work to project completion.

ANTICIPATED OVERALL RFP and PROJECT TIMELINE												
RFP released												December 1, 2025
Submission deadline												Tuesday, January 6th, 2026
Selection of Consultant												by January 21, 2026
Project Start/Project Kick off Meeting												Week of February 16, 2026
Existing Conditions Sewer Modeling Complete												December 2026
Future Conditions Sewer Modeling Complete												Spring 2027
Project Completed by												June 2027

An anticipated project schedule, by task, developed by the CITY is provided below. CONSULTANT shall provide a modified schedule if they determine that the schedule is insufficient to meet the CITY's objectives based on the CONSULTANT's expected level of effort within each task. Schedule assumes all tasks are authorized by City.

	2026												2027				
	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Task 1 Meetings and Coordination																	
Task 2 Existing Records Review																	
Task 3 Data Collection																	
Task 4 Ex Cond Model Development																	
Task 5 Dry Weather Model Calibration																	
Task 6 Existing Conditions Modeling																	
Task 7 Final Written Report																	
Task 8 Future Conditions Modeling																	
Task 9 City Staff Training																	

5.3 Basis for Selection

Responses to this RFP will be reviewed by a Selection Committee chosen by the City Engineer based on the appropriateness of the Proposal, budget, and ability to meet the proposed timeline.

If necessary, the City Selection Committee may elect to interview a subset of respondents to this RFP to better understand differing proposed approaches to the projects. Each interview will be scheduled by the City following submission of all proposals. The City reserves the right to interview any subset of respondents the Selection Committee chooses for further review.

There are no page limits for the Proposal submission. Please keep responses clear and concise.

Evaluation Criteria

Scoring will be weighted as follows:

1. 25% - Project Understanding and Approach
2. 20% - Team Composition, Performance, and Key Personnel
3. 20% - Relevant Project Experience
4. 5% - Local Vendor Preference
5. 30% - Cost

5.4 Required Information and Content of Proposals

Below is a detailed list of items required in each submittal section.

1. Cover Letter

- a. Lead Consultant name and mailing address
- b. Contact person's name, title, phone number, and email address
- c. Signature of the individual(s) authorized to negotiate and bind the Consultant contractually

2. Project Understanding and Approach (25%)

- a. Describe the Team's understanding of the City's sanitary sewer system and how the Team proposes to approach the overall project.
- b. Describe the Team's approach for reviewing and completing QA/QC models.
- c. Describe the opportunities related to the anticipated work, including challenges or unique issues related to specific conditions.
- d. Describe Team's understanding of the scope of work.
 - i. Provide with the proposal a detailed approach for TASK 4.2.
 - ii. If Consultant proposes to follow scope of work as stated, there is not a need to reiterate scope.
 - iii. If comments are provided on the proposed scope of work, organize comments by task number as identified in the Scope of Services.
 - iv. If the proposed scope or work sequence differs from what is identified in this RFP the Consultant shall identify any areas in the scope that they do not intend to follow and provide reasoning.
 - v. Any additional scope items should be summarized in a separate section in the Attachments/Appendices Section. If tasks outside the City described scope of work are proposed please provide a budget for each task.

3. Team Composition, Performance, and Key Personnel (20%)

- a. Summarize the Consultant Team's background and focus.
- b. Provide a Team organizational chart that identifies a project manager and the relationship among consulting team members, including sub-consultants.
- c. Briefly summarize the Key Personnel's role for this project.
- d. Please provide documentation showing adequate staff capacity to complete the work within the proposed schedule.

4. **Relevant Project Experience (20%)**

- a. Provide up to 5 relevant projects, including Client and Project information, Team's responsibility in the projects, the challenges presented by each project, and the results. Include which Key Personnel were involved.
- b. Limit project examples to those completed within the last 10 years.

5. **Local Vendor Preference (5%)**

See Section 4.1

6. **Schedule, Level of Effort, and Costs (30%)**

- a. Include schedule for completion by Task.
- b. Provide information showing Team can meet schedule outlined in this RFP. For example, include percent availability for Key Personnel.
- c. Complete attached **Cost Proposal Form** and include with submittal.
- d. Costs to include:
 - i. List proposed costs by Main Task, additional details to consider below as well.
 - 1. Assume 20 monitoring sites for data collection described in TASK 3.2.
 - 2. Provide cost per additional site for monitoring data collection in the appropriate section of the **Cost Proposal Form**.
 - 3. Assume 60 hours of field survey data collection, described in TASK 3.4.
 - 4. Provide hourly rate for sanitary survey data collection in the appropriate section of the **Cost Proposal Form**.
 - ii. Provide a total not-to exceed dollar value for any reimbursable expenses associated with each individual task, including the type of expense, such as mileage, printing expenses, etc.
 - iii. Provide detailed project budget table, estimated hours by position title per task, and billing rates for all personnel to be assigned to the project.

7. **Attachments/Appendices**

- a. Resumes (suggested length: 2 pages maximum per resume)
- b. References: Provide three references for the consultant team. Include the reference contact's name, address, phone number and relationship to the firm/team.
- c. Additional Tasks or Services: Consultants may offer suggestions for additional tasks to be conducted during the watershed study. Provide a summary of the tasks that were not identified in the Scope of Work provided, along with a separate line item with costs for those services they wish the City to consider.
- d. Comments on Contract Standard Terms and Conditions: The entity that would enter into the contract with the City for the RFP will need to be able to meet the City's Standard Terms and Conditions or be able to come to a mutual agreement with the City on the Standard Terms and Conditions. If they cannot meet those conditions, it may impact the City's selection. Firms should acknowledge if they are able to meet the City's Standard Terms and Conditions or if they have had experience with successfully negotiating mutually agreeable exceptions to the City's standard language.

6 HOW TO SUBMIT YOUR PROPOSAL

6.1 Proposal Checklist

Required Documents to Submit:	
Your Technical Proposal	
Cost Proposal Form	
Required Forms to Submit:	
Form A: Price Proposal and Signature Affidavit	
Form B: References	
Form C: Vendor Profile	
RFP ADDENDUM	
Check the bid websites for any addendum. See Section 3.1 .	
<ul style="list-style-type: none">• You can use the area below to track addendums.• An addendum might require you to submit additional documents. Make sure to read it carefully and send any additional documents.	
Addendum # (if any)	Have you read it?
Addendum # _____	Have you submitted any documents required by the addendum?
Addendum # _____	

6.2 Submit your Proposal by the Deadline

Submit your proposal by email to City of Madison Purchasing Services by Tuesday, January 6th, 2026 at 2:00 PM Central Time.

- Make sure your proposal is complete (see [checklist](#) above) and readable.
- **Include RFP 14091-0-2025-BG in the email subject line.**
- **Email proposals to: bids@cityofmadison.com**
- Do not send your proposal to any other City email or agency
- If you cannot send your proposal by email, please contact the Buyer at (608) 243-0529

You must include RFP 14091-0-2025-BG on your proposal and all other communication to the City. **For email, include RFP 14091-0-2025-BG in the subject line.**

For example, an email subject line could read: RFP 14091-0-2025-BG Campus, Downtown, and East Washington Ave Sanitary Sewer Study Questions

6.3 Format

- **Electronic** – proposals are submitted electronically. Exceptions can be made for paper submittals but you must contact the Buyer ahead of time to make those arrangements.
- **Legible and readable** – if not the City might reject it.
- **Simple** – not necessary to include elaborate/ high tech/ expensive graphics or similar features.
- **Complete** – your proposal must include all required sections and forms. See [checklist](#).

6.4 Questions

You can ask questions about the RFP until the **deadline for questions of Thursday, December 11th, 2025 at 2:00 PM Central Time.**

Email questions to Brittany Garcia at bids@cityofmadison.com. Remember to include RFP 14091-0-2025-BG in the subject line.

We post answers to bidder questions as an **addendum** on the bid websites. Check the websites regularly.

6.5 Addendum (Changes or Clarifications to this RFP)

RFP addendums make clarifications, answer bidder questions, make changes to RFP timeline, and provide other important information. Addendums are posted on the bid websites listed in [Section 3.1](#).

IMPORTANT: It is your responsibility to check for addendums. An addendum might require you to submit additional information. Your proposal could be disqualified if you do not:

- **Check the bid websites regularly during the posting period**
- **Read all addendum**
- **Follow the instructions in the addendum**

6.6 Multiple Proposals

You may submit more than one proposal if you are proposing more than one way to fulfill the scope requested by this RFP. If so, each proposal must meet the requirements of the RFP. Clearly label each proposal by number (Proposal #1, Proposal #2) and submit each separately.

6.7 Changing or Withdrawing your Proposal

You may make changes to your proposal before the due date of Tuesday, January 6th, 2026 at 2:00 PM Central Time.

You may withdraw your proposal before the due date. After the due date, no proposals may be withdrawn for 90 days or as otherwise provided by law.

6.8 Correcting Errors in your Proposal after the Due Date

The City will notify you if we believe you made an error in your proposal and may allow you to correct the error. The City will decide if correcting the error is in the City's best interest, is fair to the other bidders, and preserves competition. The City will decide whether an error can be corrected and will notify you.

6.9 No Exceptions from Bidders

Exceptions to this RFP are not permitted. The City of Madison reserves the right to reject bids that take exceptions or don't follow the requirements of this RFP. If you ask to change the requirements, specifications, sample contract, or legal terms, that is considered an "exception." A statement that you will not or cannot comply with any part of this RFP or the sample contract will also be considered an "exception." *(If this RFP allows substitutions or alternate solutions, the Scope of Services ([Section 5](#)) will make this clear, and that is not considered an "exception.")*

6.10 You are Responsible for all of your Costs in Making a Proposal

You participate in this RFP at your own expense. You may be asked to attend virtual or in-person meetings, make presentations, give demonstrations, inspect City locations, or make your facilities available for a site inspection. The City will not pay any costs incurred in your preparation of bids, even if this RFP is changed or cancelled.

6.11 Public Records and Trade Secrets

Your response to this RFP is a public record. Wisconsin and other public records laws may require the City to share your proposal or the resulting contract if someone makes a public records request. If a public records request is made, the City's Records Custodian applies the law to decide whether the record must be disclosed, or if any part of the record can be redacted or not disclosed. There are very few exceptions to disclosure under Wisconsin law. One exception is for "trade secrets" as defined by sec. 134.90(1)(c) of the Wisconsin Statutes. It is your responsibility to research trade secrets as defined by Wisconsin law if you think any part of your proposal might be a "trade secret." The City cannot give private legal advice to you. Most things will NOT meet this exception.

You may label items you believe meet this definition as a "trade secret" and submit them separately from the rest of your proposal, **but the City cannot guarantee that information will be treated as a trade secret or confidential.**

Things that are not considered confidential: your proposal or bid in its entirety, price proposal, pricing information, references, or the resulting contract. This is not a complete list.

Preserving competition: To the extent permitted by law, the City intends to withhold proposals under this RFP from public view until competitive or bargaining reasons no longer require it, in the City's opinion. At that time, all proposals will be available for review in accordance with public records laws.

The City will not provide advance notice to bidders prior to releasing any requested public record.

7 RULES FOR THE SELECTION PROCESS

This RFP does not commit the City to award a contract. The City can cancel this RFP at any time. There is no guarantee that the City will award any contract as a result of this RFP. While the City considers this procurement important to City operations, the circumstances could change.

The City might make a partial award. By submitting a proposal you are willing to accept an order for all or part of the items/services. Note in your proposal if you do not agree to accept a partial award.

The City reserves the right to make changes to this RFP. Any changes will be made with an Addendum. Changes could impact due dates or specifications, or could require additional information from all bidders.

The City reserves the right to reject any proposal. We can reject all or part of a proposal without explaining the reason. Proposals could be rejected if they are missing information (non-responsive) or fail to demonstrate that the bidder is responsible and capable of doing the work (not responsible.)

The City may negotiate with finalists or the selected vendor. One or more bidders may need to submit additional technical proposals, best and final price proposals, or other changes to their bids.

Federal or State Laws may apply to this RFP (such as federal regulations or procurement policies that apply to grant funding). Those laws will apply over any conflicting procedure in this RFP.

Responsible and Responsive Bidders You should read the Scope of Work ([Section 5](#)) carefully to determine your ability to perform and complete the work required. This contract will only be awarded to a bidder who is “responsible” and “responsive” and whose bid is most advantageous to the City, with price and other factors considered. This RFP is designed to help the City select responsive and responsible bidders.

“Responsive” means that your proposal responds to all parts of this RFP – it is complete, not missing any information, and addresses all of the required work. Failure to provide all of the information requested in this RFP could result in being considered “not responsive.”

A “Responsible” bidder has demonstrated the ability to perform successfully under the terms of the proposed contract. This includes having adequate financial resources or the ability to obtain them; can perform and deliver on time, delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills. A bidder that cannot demonstrate these things may be considered “not responsible.”

Contractors with past problems with the City The City reserves the right to refuse to accept any bid from any person, firm or corporation who

- owes the City money
- is in default to the City
- has been debarred through an official process such as through the Department of Civil Rights
- has had performance or other problems on past contracts with the City

Such bidders may be deemed “not responsible.”

8 LEGAL CONTRACT REQUIREMENTS

8.1 Sample Contract

You must review the Sample Contract attached to the end of this RFP. This contract* will be used for the work resulting from this RFP.

By submitting a proposal, you are willing to enter into a contract with the terms found in the Sample Contract. Exceptions to the legal terms are not allowed and may result in your proposal being rejected. The City does not negotiate legal terms prior to award.

**While the City strives to provide the most appropriate sample contracts, the City reserves the right to modify the form for any contract resulting from this RFP.*

8.2 Affirmative Action Requirements for Contractors

City contractors must show they hire and promote employees equitably and make their best efforts to have a diverse workforce.

Affirmative Action Plan: Bidders with 15 or more employees that will earn \$50,000 or more in total contracts with the City in the calendar year must file an Affirmative Action Plan (AA plan) with the City. Submit your AA plan online using the form provided by the City. See the sample AA plan for “vendors and suppliers” at: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Exemptions: Bidders who have fewer than 15 employees or will earn less than \$50,000 in total contracts with the City in the calendar year will be exempt from filing a full AA plan. You will need to fill out a request for exemption form. If you have 15 or more employees, you must complete an exemption form, provide some workforce statistics, and participate in the “RaISE” program.

Release of Payment: The City cannot make any payments under a contract until the Affirmative Action plan or request for exemption form are completed.

Referrals and Interviews for Sustainable Employment (RaISE) Program: The RaISE program is designed to match qualified people to employment. If you have 15 or more employees and are awarded the contract, you must let the City know about all external job openings in Dane County, Wisconsin. You must also agree to interview candidates the City refers to you. See this link for information and instructions: <https://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The City has a **Small Business Enterprise program** described here: <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs>. You will be encouraged to provide opportunities for small business enterprises (SBE) to compete for any subcontracts allowed in the contract.

See the Sample Contract, section 13, for all requirements for the City’s Affirmative Action program for contractors. Call the Contract Compliance Specialist at (608) 266-4910 with questions.

8.3 Insurance

All City contractors must provide a Certificate of Insurance. You must carry the insurance policies required by section 27 of the **Sample Contract**. This includes general liability insurance, workers compensation, and could include automobile and professional liability insurance. Please see the instructions and section 27 of the Sample Contract for the insurance requirements.



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

***Your contract **MUST** include the following information,
or it will not be signed by the City.***

- Check one box at top of Page 1 for the type of business entity.
- Sections 3 & 4 will be completed by the City and should be complete before you sign.
- Put a name in Sec. 7.A. – person responsible for administering the contract.
- Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV and complete the appropriate online form for the box you have checked:

All contractors:

Access the online forms for Affirmative Action compliance at this link: www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers. If you do not already have an approved, current Affirmative Action Plan on file with the City of Madison, read the “*Instructions for Completing City of Madison Affirmative Action Plan*” at the above link. This will direct you to register for an account. If you already have an account you may click on the link for “*Affirmative Action Plan for Vendors and Suppliers*” to proceed. If you have never filed a plan or request for exemption, you must create an account in our online system. If you are exempt under Article IV, Sections C or D you will still need to create an account and go through some steps to confirm your exemption. Register for an account here: <https://elam.cityofmadison.com/citizenaccess>.

Affirmative Action Questions? Contact Dept. of Civil Rights, Contract Compliance: (608) 266-4910.

- Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- Use any electronic method to sign where indicated, and email signed PDF to your agency contact, unless otherwise instructed.
 - Make sure all exhibits/attachments are labeled and attached to the PDF after the signature page, unless otherwise instructed.
 - City will sign last, and will email you an electronic signed copy unless otherwise requested.
- Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

Insurance Instructions:

Certificate Holder: City of Madison
Attn: Risk Manager
210 Martin Luther King Jr. Blvd. Room 406
Madison, WI 53703

Proof of all insurance required in the contract must be shown. Use City's certificate at this link:
<https://www.cityofmadison.com/finance/documents/certinsurance.pdf>

Insurance delivery options: (a) enclose hard copy of certificate with hard copies of contract mailed to the address in Section 15 of the contract, or (b) email certificate to City Risk Manager Eric Veum at: eveum@cityofmadison.com and cc: your City contact person on the email. Call Eric Veum at (608) 266-5965 with insurance questions.

Failure to complete these steps will result in contract not being signed.

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City of Madison
CONTRACT FOR PURCHASE OF SERVICES
(Design Professionals)

1. PARTIES.

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor".

The Contractor is a: Corporation Limited Liability Company General
Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____

2. PURPOSE.

The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be insert dates or reference attachments as needed.

5. ENTIRE AGREEMENT.

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. DESIGNATED REPRESENTATIVE.

Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

8. PROSECUTION AND PROGRESS.

- A. Services under this Agreement shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are

acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify.

E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. EXTRA SERVICES.

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. NO WAIVER.

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. NONDISCRIMINATION.

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. AFFIRMATIVE ACTION.

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the “Department”), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The “ARTICLES OF AGREEMENT” beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, “Exempt” means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights (“Department”) makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(4) **Release of Payment:** (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) **Articles of Agreement:**

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a). If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE
CONTRACTOR:

16. INDEPENDENT CONTRACTOR AND TAX INFORMATION.

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. CHOICE OF LAW, VENUE, AND FORUM SELECTION.

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. CONFLICT OF INTEREST.

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. BASIS FOR PAYMENT.

- A. **GENERAL.**
 - (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
 - (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
 - (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
 - (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
 - (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
 - (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
 - (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
 - (8) The City will not compensate for unsatisfactory performance by the Contractor.
- B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
 - (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
 - (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the

time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.

- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION AND HOLD HARMLESS.**

- A. Indemnification. Subject to Wis. Stat. Sec. 443.20, the Contractor shall be liable to and hereby agrees to indemnify the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including attorney's fees) by reason of any claims, suits, liability, demands, losses, costs, damages, and expenses of every kind and description upon the City or its officers, officials, agents or employees for (i) losses proximately caused by the Contractor's and/or any subcontractor's negligent performance of the design professional services and only such losses that do not exceed the proportion of a loss caused by the negligent performance, and (ii) damages caused by Contractor's and/or any subcontractor's acts or omissions if such acts or omissions involve reckless, wanton, or intentional misconduct.
- B. Hold Harmless. The Contractor agrees to hold harmless the City of Madison and its officers, officials, agents and employees from any and all claims, suits, liability, demands, losses, costs, damages, and expenses of every kind and description, arising from the negligent acts or omissions of the Contractor, its officers, officials, employees, or agents.
- C. Survivability. This section 26 shall survive the termination or expiration of this Contract.

27. **INSURANCE.**

- A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27.C., below.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000

combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

- The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____

Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____

Lydia A. McComas, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Michael Haas, City Attorney

Date: _____

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:
Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE

(PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



Form A: Price Proposal and Signature Affidavit

RFP #:

This form must be returned with your response.

PRICE PROPOSAL

Prepare your price proposal as follows:

- **All Inclusive** – Your price proposal must cover all direct and indirect necessary expenses including but not limited to; travel, telephone, copying, and other out-of-pocket expenses.
- **Not To Exceed** – The actual fees must not exceed the amount specified in your price proposal.
- **Fixed Fee** – All prices outlined in your proposal must remain fixed and valid for the entire length of the contract and any/all renewals.
- **Unit Pricing, where applicable** - For any given item, the quantity multiplied by the unit price establishes the extended price. If an apparent mistake exists in the extended price, the unit price will be used in the bid/proposal evaluation.
- **FOB (Free on Board) Destination Freight Prepaid and Allowed** – If goods are included, you are responsible for the cost of delivering all goods to our location, including handling, delivery, transportation, and insurance charges. Failure to bid FOB Destination Freight Prepaid and Allowed may disqualify your proposal.
- **Do not include sales tax in your proposal.** The City of Madison is exempt from federal excise taxes and State of Wisconsin taxes per section 77.54(9a) of the Wisconsin Statutes.
 - CES No. 008-1020421147-08
 - Wisconsin Department of Revenue Form S-211:
<https://www.cityofmadison.com/finance/purchasing/vendor-resources/letter-of-credit/wisconsin-department-of-revenue-form-s-211>.

COMPANY NAME



Form A: Price Proposal and Signature Affidavit

RFP #:

SIGNATURE AFFIDAVIT

Proposer's Certification:

By submitting this proposal, we certify that:

- This entire proposal, including the Price Proposal, has been developed independently and not in collusion with other proposers or anyone competing for the award of this RFP.
- We have not knowingly disclosed the contents of this proposal to any other proposer, anyone competing for the award of this RFP.
- We have not taken any action that would interfere with free competition on this RFP.
- We have not violated any laws in the submission of this proposal or participation this RFP.
- All information in this proposal is true and accurate to the best of our knowledge.

Agreement to comply with all terms of RFP: By submitting this proposal, we agree to comply with all of the terms, conditions, and specifications of this RFP, the sample contract, and any contract awarded under this RFP.

COMPANY NAME

SIGNATURE

DATE

NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING



Form B: References

RFP #:

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #3 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	



Form C: Vendor Profile

RFP #:

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:
<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.
<https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

CHECK ONLY ONE:

<input type="checkbox"/> Yes , we are a local vendor and have registered on the City of Madison website under the following category: _____
<input type="checkbox"/> No , we are not a local vendor or have not registered.

Legend

- City Sanitary Mains
 - City Pump Stations
 - City Main Connections to MMSD
 - MMSD Pump Stations
- MMSD Mains
- Out Of City Fill
- Anticipated Population Growth Areas - Highest Model Resolution
- Project Area and Sewershed Boundaries

Exhibit 1 - Study Area

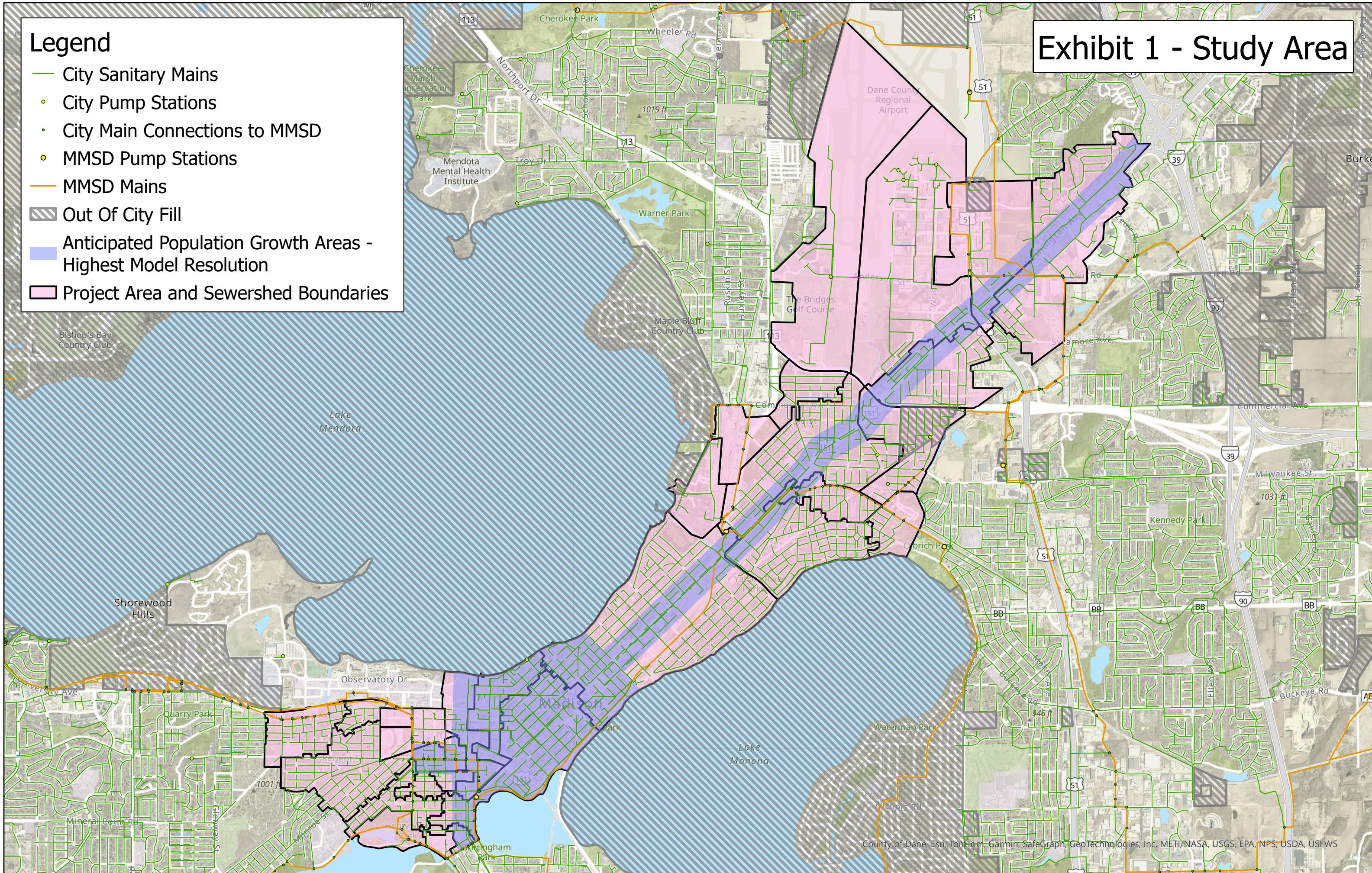


Exhibit 2: Data Provided by City

GIS and Related Data for Central Area Sanitary Sewer Modeling

The following data are provided to the consultants for use in responding to the RFP and developing a sanitary sewer model under contract with the City. The consultant shall not use these data for any other purpose or share this data with anyone else.

The information being provided is the best available current data and it is not inclusive of everything that may be used by the consultant for completion of the described scope of work. This document describes what is currently available or is expected to be available soon. Updated or additional data will be supplied to the consultant if/when it becomes available during the study.

Data are stored in multiple locations.

1. Data is available by visiting the City's File Sharing (FTP) site using the link below or through the hyperlinks provided in this document.
Link: <https://sftp.cityofmadison.com:443/ui/#/syncplify/share?N=MRvdVJesURCzVFhGpMEWuA>
2. Some of the datasets can also be downloaded from the City's Open Data Portal:
<https://cityofmadison.maps.arcgis.com/home/index.html>
3. Some of the datasets can also be accessed through rest services:
<https://maps.cityofmadison.com/arcgis/rest/services/Public/>

If applicable, data for other municipalities within the project area will need to be obtained from that municipality.

1. Project Area Details (FTP/1_Project_Area_Details)

- **Project_Area Feature Class (FTP/1_Project_Area_Details/Project_Area_Details.gdb)**
 - Current project study area boundary for this sanitary sewer modeling project. It was developed by selecting and then dissolving sewersheds provided by MMSD (Madison Metropolitan Sewer District). The sewersheds were slightly modified from what was initially supplied to the City. During the course of the project the final study area boundary could need additional minor adjustments based on detailed review of the sanitary sewer system records to capture all contributing parcels.
- **Current_Sewersheds Feature Class (FTP/1_Project_Area_Details/Project_Area_Details.gdb)**
 - Sewersheds covering the project area that were provided by MMSD. Boundaries have been slightly modified by City staff to capture areas where City staff noticed the boundaries didn't align with existing sanitary sewer contributing areas. Boundaries may need additional adjustments during the project to better align with actual system conditions.
- **Higher_Resolution_Areas Feature Class (FTP/1_Project_Area_Details/Project_Area_Details.gdb)**
 - Estimated areas, as determined by the City, where future development is most likely and where the sanitary sewer model/s will need a higher level of resolution to meet the City's objectives. It is expected this boundary will be modified as agreed to by the City and the Consultant as the model is built.
- **Municipal_Limits Feature Class (FTP/1_Project_Area_Details/Project_Area_Details.gdb)**
 - Line feature class that contains the municipal limits of the City of Madison.
- **Full Project Area - Sanitary Network Map (24" x 36")**
 - PDF Map displaying the details of the existing City of Madison sanitary sewer network. Provided to help consultants have a general understanding of the components and layout of the sanitary network.

2. City of Madison Sanitary Utilities (*FTP/2_Madison_Sanitary_Utillities.gdb*)

- ***Sanitary_Mains Feature Class**
 - Line feature class representing all the City of Madison sanitary mains. It includes “accepted” mains, mains that have been previously removed or abandoned, and those added recently from “as-built” and “as-designed” plans. Mains can be filtered by these categories using the “status” field. This feature class was mapped by the City of Madison’s mapping division. Invert data is based on as-built information if available. The City has the most confidence in data from 2005 forward due to process updates made at that time.
- ***Sanitary_Laterals Feature Class**
 - Line feature class representing the City of Madison sanitary laterals. It includes “accepted” laterals, laterals previously removed or abandoned, and those added recently from “as-built” and “as-designed” plans. Laterals can be filtered by these categories using the “status” field. This feature class was mapped by the City of Madison’s mapping division. Invert data is based on as-built information if available. The City has the most confidence in data from 2005 forward due to process updates made at that time.
- ***Sanitary_Access_Structures Feature Class**
 - Point feature class representing all the City of Madison sanitary structures. It includes “accepted” structures, structures that have been previously removed or abandoned, and those added recently from “as-built” and “as-designed” plans. Structures can be filtered by these categories using the “status” field. This feature class was mapped by the City of Madison’s mapping division. The invert data is based on as-built information if available. The City has the most confidence in data from 2005 forward due to process updates made at that time.
 - “Struc_code” field abbreviations:
 - CIP = Cure in place (same as CIPP)
 - CLO = City staff are unsure what CLO stands for but believe it possibly stands for cleanout
 - MIS = Miscellaneous
 - PLG = Plug
 - Poured = Field poured SAS structure
 - SAS = Sewer Access Structure (aka manhole)
 - Tee = Tees and Wyes. Connections between pipes with a fitting in the fashion of a 't' or like a cross
 - TWN = Town for a Town of Middleton, Burke, Blooming Grove, Monona, McFarland or other municipalities infrastructure that we have in our system.
 - UWM = UW-Madison. They maintain their own structures in some locations.
 - VAL = Valve
 - ARV = Air Relief Valve
- **Sanitary_Pump_Stations Feature Class**
 - Point feature class representing all the City of Madison sanitary pump stations. This feature class was mapped by the City of Madison’s mapping division.
- **Sanitary_Risers Feature Class**
 - Point feature class representing all the City of Madison sanitary risers. This feature class was mapped by the City of Madison’s mapping division.
- **Sanitary Sewer Overflow (SSO) – NOT CURRENTLY PROVIDED**
 - There are 2 recorded SSO in the study area. Detailed records can be provided to the Consultant during the project.
- **As-Designed and As-Built Information – NOT CURRENTLY PROVIDED**
 - City Engineering’s records system can be available when Consultant is selected.

**In preparation for work to begin on this project, the Sanitary Sewer Utility is completing plan review for areas with missing pipe or structure attribute data in the GIS records. This work will be ongoing until the Consultant is selected. To the extent possible missing data (inverts, sizes, etc.) will be added to the City GIS database and provided to the consultant prior to beginning work. It is still expected that field survey will need to be completed as described in the Scope of Work.*

3. MMSD Sanitary Utilities (*FTP/3_MMSD_Sanitary_Utilities.gdb*)

- **MMSD_Mains Feature Class**
 - Polyline feature class representing all MMSD main sewer lines. The sewer mains collect wastewater from local community sewers, transport that water to the MMSD wastewater treatment plant, and transport the treated effluent to Badger Mill and Badfish Creeks. Data was provided to the City of Madison by MMSD on an unknown date. If, during the course of the study, more up to date data is needed, it can be requested from MMSD.
- **MMSD_SAS Feature Class**
 - Point feature class representing all MMSD structures. Structures are any manholes, junctions, valves, and other structures along sewer mains that house an access point for making connections, inspections, valve adjustments, and for performing maintenance on the sewer services. Data was provided to the City of Madison by MMSD on an unknown date. If, during the course of the study, more up to date data is needed, it can be requested from MMSD.
- **MMSD_Pump_Stations Feature Class**
 - Point feature class representing estimated locations for MMSD pump stations. City staff created this feature class by estimating the locations of the pump stations from MMSD's online map and is meant to be used for display purposes only.
 - MMSD Pump Stations are additionally viewable on their online map. If, during the course of the study, more detailed pump station data is needed, it can be requested from MMSD.
 - <https://madsewer.maps.arcgis.com/apps/webappviewer/index.html?id=88b097d42ba24851b3d102660d904c18>

4. Data for Current and Future Model Inflows (*FTP/4_Model_Inflows*)

- **City of Madison's Comprehensive Plan Reports and GIS Data (*FTP/4_Model_Inflows/Comp_Plan_Data*)**
 - Developed by the City's Planning Division, the Comprehensive Plan is a broad-based plan that creates a vision for a future Madison. It provides guidance for big-picture decisions about issues such as housing, jobs, and transportation.
 - **2024 City of Madison Comprehensive Plan Report**
 - **2025 Comprehensive Plan Progress Update Report**
 - **Comp_Plan_2024_GFLU (Generalized Future Land Use) Feature Class**
(*FTP/4_Model_Inflows/Comp_Plan_Data/Comp_Plan_Data.gdb*)
 - **GFLU_Planned_Streets Feature Class**
(*FTP/4_Model_Inflows/Comp_Plan_Data/Comp_Plan_Data.gdb*)
- **Tax_Parcels Feature Class (*FTP/4_Model_Inflows/Model_Inflows.gdb*)**
 - City of Madison tax parcel polygons. Includes information on the type of property use, as well as number of dwelling units, number of bedrooms, etc. if applicable.
 - Feature class is additionally hosted as an ArcGIS rest service here:
 - https://maps.cityofmadison.com/arcgis/rest/services/Public/Property_Lookup/MapServer
- **TOD_Overlay_Zoning_Boundary Feature Class (*FTP/4_Model_Inflows/Model_Inflows.gdb*)**
 - The TOD (Transpiration Oriented Development) Overlay Zoning District Boundary is an overlay zoning district boundary, per Madison General Ordinances (MGO) Section 28.104, that modifies permitted residential dwelling unit maximums, maximum permitted building heights, site standards for buildings, and site standards for automobile infrastructure in select zoning districts. Note that parking regulations under MGO Section 28.141 are also modified within this area.
- **MPO_TAZ_Projections Feature Class – NOT CURRENTLY PROVIDED**
 - The City understands the Greater Madison MPO (A Metropolitan Planning Organization) is developing block level population projections for the greater metropolitan area. It is anticipated that the data will be available by start of the project. Full details are not currently available.

- **CARPC_Municipal_Projections Feature Class – NOT CURRENTLY PROVIDED**
 - The City understands that CARPC (Capital Area Regional Planning Commission) is developing MMSD sewershed level population projections for the greater metropolitan area. For areas in the City of Madison, it is anticipated that the data will be available by start of the project. Full details are not currently available.
- **City of Madison Transportation Division Reports**
 - Reports and projects for the City of Madison Transportation Division. Includes documentation on the City's current BRT route as well as a documentation on the City's planned future BRT route.
 - <https://www.cityofmadison.com/transportation/about/studies-reports>
- **City of Madison Area & Neighborhood Plans**
 - Webpage includes neighborhood and area plans as well as general reports and projects for the City of Madison Department Planning, Community, & Economic Development and the City of Madison Planning Division.
 - <https://www.cityofmadison.com/dpced/planning/plans/440/>
- **CARPC Greater Madison grows together - 2050 Regional Development Framework Report**
 - The CARPC 2050 Regional Development Framework is designed to serve as a guide for incorporating big picture goals into individual decisions about where and how to grow.
- **Water Utility Usage Records – NOT CURRENTLY PROVIDED**
 - The Water Utility will provide the necessary water usage records to develop model inflows when the selected Consultant has determined the necessary parameters for which the data is needed.

5. Model Calibration (*FTP/5_Model_Calibration*)

- **Flow Monitoring Data**
 - **City_Identified_Potential_Monitoring Feature Class (FTP/5_Model_Calibration/Flow Monitoring Data/Flow_Monitoring.gdb)**
 - Identified by City staff as potentially important locations to collect dry weather flows for model calibration.
- **City Pump Station Data (FTP/5_Model_Calibration/City Pump Station Data)**
 - **Pump Station Hourly Runtime Data**
 - Available hourly pump station runtime data provided from January 1, 2024 through October 19, 2025. Additional data can be made available upon request from MMSD.
 - **Individual Pump Station Records**
 - Specs, basis of design memos, etc. were provided if available currently in the City's records.
 - **Pump Station Data Notes.docx**
 - Notes on the data that is being provided.
- **Area Rain Gages**
 - USGS rain gages for the surrounding area
 - https://waterdata.usgs.gov/explore/#dataCollections=continuous,discrete&mapCenter=43.08750748875767,-89.41171646118165&locationTypes=ATMOSPHERIC,OTHER,SURFACE_WATER&mapZoomLevel=13&keywords=Precipitation
 - UW – Madison Atmospheric, Oceanic and Space Science Building Tower Meteorogram
 - <https://metobs.ssec.wisc.edu/aoss/tower/meteorogram/>
 - Dane County Regional Airport Rain Gage
 - <https://www.weather.gov/wrh/timeseries?site=KMSN>
 - INFOS Rain Gages
 - Rain gages are maintained by City staff, and the data is stored on Dane County servers. To obtain data not currently displayed on the webpage, a request will need to be made to Dane County. <http://www.infosyahara.org/rainpoint>

6. Other

- **Aerial Photograph**

- **2022 imagery** (and older images) hosted as an image server by Dane County here:
<https://dcimapapps.countyofdane.com/arcgisimg/rest/services>
- **2022 imagery** (and older images) hosted as an image server by City of Madison here:
<https://gisimg.cityofmadison.com/arcgis/services>

Form A Price Proposal - Campus, Downtown, and East Washington Ave Sanitary Sewer Study

Task or Item		Cost
PHASE 1	Task 1 Progress and Coordination Meetings	\$
	Phase Total	\$
PHASE 2	Task 2 - Existing Conditions Records Review	\$
	Task 3 - Data Collection	\$
	Task 4 - Existing Conditions Model Development	\$
	Task 5 - Dry Weather Model Calibration and Validation	\$
	Task 6 - Existing Conditions Capacity Assessment	\$
	Task 7 - Final Written Report	\$
	Phase Total	\$
PHASE 3	Task 8 - Future Conditions Sewer Capacity Modeling	\$
	Task 9 - City Staff Training	\$
	Phase Total	\$
TOTAL PROJECT COST		\$

Unit Costs	Cost per Sanitary Sewer Monitoring Location (as described in Task 3.2)	
	Hourly Rate for Sanitary Structure Surveying (as described in Task 3.4)	

Additional Tasks	Additional Task 1	\$
	Additional Task 2	\$
	Additional Task 3	\$



Finance Department

David P. Schmiedicke, Finance Director
City-County Building, Room 406
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Purchasing Services

DATE: Tuesday, December 16th, 2025

RE: **ADDENDUM 1**
14091-0-2025-BG
Campus, Downtown, and East Washington Ave Sanitary Sewer Study

Notice to All Bidders:

Please note the following responses to the questions received:

Question 1: Does the City have an expected budget for this project?

Answer 1: The City has \$500,000 dedicated in the 2026 operating budget for sanitary sewer modeling. Funding in excess of that amount or for future years is subject to approval in future operating budget requests.

Question 2: As indicated in the RFP, we understand that the CITY prefers that modeling be completed in PCSWMM, though other platforms may be considered if HDR provides justification acceptable to the CITY. The RFP also notes that the CITY currently holds licenses for XPSWMM and PCSWMM, and will have one InfoWorks ICM license available in early 2026. Would the CITY consider incorporating a software-selection workshop into the scope of work for the Campus, Downtown, and East Washington Ave Sanitary Sewer Study?

Answer 2: The City is open to Consultants proposing additional scope tasks from what was provided in the RFP, which could include a software selection workshop. The costs and details of the additional tasks should be summarized as described in the RFP. However, as stated in the RFP, the City would like to maintain the model(s) upon completion of construction and calibration; and therefore, has a strong preference for using software that we already have budgeted for, have available seats of, and has been approved by our IT department for City use. The three software packages listed in the RFP currently meet those conditions and we feel will be able to be used to meet our study objectives. Strong justification is expected to be needed if we were to deviate from that list.

Bidders must acknowledge receipt of this addendum accordingly on RFP Form B, Receipt Forms and Submittal Checklist.

Please direct any other questions to the Purchasing contact person below.

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